

The complaint

Mr and Mrs A complain that Kensington Mortgage Company Limited sent them a letter about their mortgage in an unsealed envelope.

What happened

Mr and Mrs A used to have a mortgage with Kensington. They recently received a letter from Kensington about the commission arrangements on the mortgage. They were unhappy that the envelope the letter was in wasn't sealed when they received it, so they made a complaint.

Kensington said it was satisfied that the envelope was sealed before it was dispatched. But it offered to pay Mr and Mrs A £30, to cover the cost of protective registration for two years with Cifas, the UK's fraud prevention agency.

Mr and Mrs A asked the Financial Ombudsman Service to investigate. Our Investigator said he couldn't be sure how or when the envelope Mr and Mrs A received had come to be unsealed. In the circumstances, he thought Kensington's offer to pay Mr and Mrs A £30 was a reasonable resolution.

Mr and Mrs A didn't accept that and asked for an Ombudsman to make a decision.

What I've decided – and why

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

Mr and Mrs A have provided photos of the envelope they received and Kensington has provided photos of the envelopes it uses and how they are sealed. I've examined all of these very carefully. It appears to me that the adhesive strip on the envelope Mr and Mrs A received had been sealed and the envelope had been opened along the perforation below the adhesive strip. I can't be certain about how the envelope came to be open when Mr and Mrs A received it, but I don't think the available evidence demonstrates conclusively as Mr and Mrs A believe that this was down to Kensington's failure to seal the envelope at all before sending it out.

Mr and Mrs A are understandably concerned about the risk of identity theft and fraud. They haven't told us about any fraud they have recently experienced and I hope they don't experience any in future. I think Kensington was right to tell them that they can protect themselves by registering for protective registration with Cifas if they wish. I also think, in all the circumstances, that its offer of £30 towards the cost of this is fair and reasonable.

Kensington has a duty to keep information secure but it's not for me, as Ombudsman, to penalise it if it breaches that duty. The Financial Ombudsman Service isn't a regulator. Kensington has given Mr and Mrs A details for the Information Commissioner's Office and they can report their concerns to it if they wish. I can award compensation for the impact of a firm's mistakes or failings, but I'm not persuaded that Kensington was at fault for the state in

which Mr and Mrs A received the envelope in question here. I'm not therefore making an award for the distress and upset Mr and Mrs A have been caused.

My final decision

My final decision is that Kensington Mortgage Company Limited has made a fair offer to settle this complaint. It should pay Mr and Mrs A £30 if they accept this decision and if it hasn't done so already.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr A and Mrs A to accept or reject my decision before 24 November 2025.

Janet Millington
Ombudsman